of the statute to be void. Under such circumstances a few cases hold contracts made by foreign corporations to be valid. But in the last analysis the question is one of interpretation of the legislative intent.

GARNISHMENT—SITUS OF DEBT.—The plaintiff, a New York banking corporation, doing business in New York, brought suit in a court of New York city, against a Massachusetts corporation having its place of business in Boston, and in aid of this suit had attachment issued and garnishment served on a limited partnership of Massachusetts, having its principal office in Boston and a branch office in New York in charge of the partner on whom the garnishment was served. The garnishee was the sales agent of the defendant corporation, and was indebted to it for goods received and sold and for money collected on sales made under such agency. *Held,* that the garnishee could not be charged because the situs of the debt owing by the garnishee was in Boston, so that the court had no jurisdiction of it. *National Broadway Bank* v. *Sampson* (1904), — N. Y. —, 71 N. E. Rep. 766.

The court relied on its previous decisions, including the following: *Plimpton* v. *Bigelow,* 93 N. Y. 592; *Douglass* v. *Phenix Ins. Co.,* 138 N. Y. 209, 33 N. E. 938, 20 L. R. A. 118, 34 Am. St. Rep. 448; *Bank of China* v. *Morse,* 168 N. Y. 458, 61 N. E. 774, 56 L. R. A. 139, 85 Am. St. Rep. 676.

For comment, see NOTE AND COMMENT, ante p. 229.

HUSBAND AND WIFE—SEPARATION AGREEMENTS—VALIDITY—DEFENSES.—A separation agreement entered into between husband and wife through the intervention of a trustee provided that in consideration of certain payments made and to be made by the husband to the wife, the wife released the husband from liability for her support and agreed not to institute suit for her separate maintenance. The wife subsequently brought an action in the probate court to compel the husband to contribute further to her support on the ground that the separation agreement was against public policy and void. Whereupon the husband filed a bill in equity for the specific performance of the separation agreement. The bill was dismissed. *Held,* on appeal, affirming the decree, that the husband, under the statute, could avail himself of the separation agreement as an equitable defense to the action of the wife in the probate court and that the agreement was valid. *Bailey* v. *Dillon* (1904), — Mass. —, 71 N. E. Rep. 538.

The validity of separation agreements made either after the separation has taken place or in contemplation of immediate separation, in so far as they provide for the future support of the wife, is well established in this country, if they are based upon sufficient consideration, are fair and reasonable in their terms and are free from fraud and coercion. *Walker* v. *Walker,* 9 Wall. 741; *Bowers* v. *Hutchinson,* 67 Ark. 15. In some jurisdictions agreements of this nature are only valid when entered into through the intervention of a trustee because of the inability of the husband and wife to contract with each other and also for the reason that a certain amount of illegality is presumed to permeate contracts of this character. *Lawrence* v. *Lawrence,* 32 Misc. (N. Y.) 503; *Scherer* v. *Scherer,* 23 Ind. App. 384; *McBean* v. *McBean,* 154 Mo. 323. In other states these agree-

ments are valid when entered into directly between husband and wife. *Patterson* v. *Patterson,* 111 Ill. App. 342; *Roll* v. *Roll,* 51 Minn. 353.

If the provisions for the support of the wife are fair and equitable, it is generally held that the husband can avail himself of the separation agreement as a defense when suit is brought by the wife for alimony or in a criminal proceeding for non-support. *Killiam* v. *Killiam,* 25 Ga. 186; *Commonwealth* v. *Richards,* 131 Pa. St. 209; *Taylor* v. *Taylor,* 32 Misc. (N. Y.) 312. This may not always be done, however, some courts holding that a separation agreement will not bar the wife's action. *Miller* v. *Miller,* 1 N. J. Eq. 386; *Gaines' Administratrix* v. *Poor,* 60 Ky. (3 Metc.) 503.

INSURANCE—EMPLOYER'S LIABILITY—NOTICE OF INJURY.—Plaintiffs were owners of certain mines and Y Bros., co-plaintiffs, were operating said mines, the proceeds being divided between them and plaintiff company. The latter took out with defendant a contract of indemnity insurance in favor of itself and Y Bros. to cover liability for accidents to employes. Y Bros. knew nothing of the policy. A man was injured at the mine but was kept from his work by the injury only a day or two, and made no complaint until about eight months thereafter, when he brought suit. Plaintiff company had no knowledge of the accident until the day before suit was commenced. They at once notified the insurance company, which denied liability on the ground that immediate notice of accident was not given in accordance with the terms of the contract. The injured man recovered from the mining company and Y Bros., who now seek to recoup on the policy. *Held,* defendant is not liable. *Deertrail Con. Min. Co. et al.* v. *Maryland Cas. Co.* (1904), — Wash. —, 78 Pac. Rep. 135.

Immediate notice is universally construed to mean notice within a reasonable time. And what is a reasonable time is ordinarily a question of fact for the jury, taking into consideration all the circumstances of the case. Where the facts are undisputed, the question is one of law for the court. MAY ON INSURANCE (4th Ed.), II § 462; *Ward* v. *Maryland Cas. Co.,* 71 N. H. 262; *Columbia Paper St. Co.* v. *Fidelity & Cas. Co.,* — Mo. —, 78 S. W. 320; *Mandel* v. *Fidelity & Cas. Co.,* 170 Mass. 173; *McFarland* v. *Acc. Assn.,* 124 Mo. 218; *Underwood Veneer Co.* v. *London Guar. & Acc. Co.,* 100 Wis. 378. In several cases where the policy provided that notice of accident or loss should be given within a certain time specified, notice given after that time has been held sufficient under the circumstances, though delay was through no fault of the insurer. *Trippe* v. *Prov. Fund Soc.,* 140 N. Y. 23; *Woodmen's Acc. Assn.* v. *Pratt,* 62 Neb. 673; *Kentzler* v. *Am. Mut. Acc. Assn.,* 88 Wis. 589. But contra, *Gamble* v. *Acc. Assn.,* 4 Ir. R. C. L. 204. The holding in the principal case is no doubt correct and in accord with the great majority of former decisions, though the case of *Chamberlain* v. *Ins. Co.,* 55 N. H. 249, seems to take precisely the opposite view.

INTOXICATING LIQUORS—LICENSE NON-TRANSFERABLE.—A board of Fire and Police Commissioners granted a liquor license. Remonstrant showed by undisputed evidence that the applicant had no interest whatever in the license as it was for the exclusive use of a third party. *Held,* that the